

DANIEL C. COHN
617.457.4155 DIRECT TELEPHONE
617.210.7058 DIRECT FACSIMILE
DCOHN@MURTHALAW.COM

**MURTHA
CULLINA**
ATTORNEYS AT LAW

September 5, 2018

Via email (kstern@murtaughlaw.com)

Kalyn M. Stern, Esquire
Murtaugh Treglia Stern & Deily LLP
2603 Main Street
Irvine, California 92614

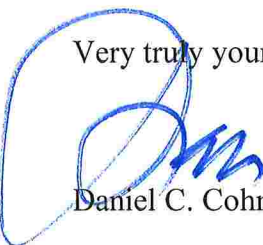
Re: Exclusive Patent License Agreement ("License Agreement") and Asset Purchase Agreement ("APA") between Heat Factory USA, LLC ("Heat Factory") and Schawbel Technologies LLC ("Schawbel")

Dear Kalyn,

Schawbel hereby provides notice that the Forbearance Period, as defined in this firm's February 12, 2018 letter to you, is terminated as of September 12, 2018, five (5) business days after the date of this letter. It is unfortunate that Heat Factory did not take advantage of the opportunity over the last seven months, during the Forbearance Period, to reach a settlement of the parties' dispute. Schawbel is also disappointed that Heat Factory is now attempting to use against Schawbel in litigation an agreement designed to promote settlement.

Contrary to Heat Factory's current position, the February 12, 2018 letter is perfectly consistent with the requested injunction for Heat Factory to stop selling Product or to pay royalties as though the License Agreement were still in effect. The letter assured Heat Factory that for sales during the Forbearance Period, Heat Factory's liability would be limited to "the amounts that would be payable by Heat Factory to Schawbel on account of such sales if the License Agreement were still in effect." Even if the Court were to direct Heat Factory to cease selling Product, such an injunction would have no effect on Heat Factory's liability for sales already completed during the Forbearance Period.

Very truly yours,



Daniel C. Cohn

Murtha Cullina LLP
99 High Street
Boston, MA 02110
T 617.457.4000
F 617.482.3868

9468946v1

CONNECTICUT + MASSACHUSETTS + NEW YORK

MURTHALAW.COM